

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM**  
**Agreement between the CITY OF LAS VEGAS and**  
**Aid for AIDS of Nevada (AFAN)**

THIS AGREEMENT, made and entered into this 19th day of December, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **Aid for AIDS of Nevada (AFAN)**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 2300 S. Rancho Dr., Suite 211, Las Vegas, NV, 89102.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Housing Information Services, Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements that are hereinafter contained, the parties do hereby agree as follows:

**I. SCOPE OF SERVICES**

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **Supportive Services**. PROJECT SPONSOR agrees to provide **Housing Information Services, Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of

Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed \$90,000 in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

## **TIME OF PERFORMANCE**

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from December 19, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1<sup>st</sup> of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

## **II. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS**

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOPWA grant funds.

### **B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROJECT SPONSOR, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for HOPWA funding.

### **C. INDEMNIFICATION**

PROJECT SPONSOR agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. PROJECT SPONSOR'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

### **D. ON-SITE MONITORING**

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The

representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

PROJECT SPONSOR shall allow duly authorized representatives from the CITY, independent auditors contracted by the CITY, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the HOPWA Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

**E. RIGHT TO REVIEW AND AUDIT**

The PROJECT SPONSOR agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR shall turn over to the CITY all of its records relating to this Agreement to be retained by the CITY for the required period of time.

The PROJECT SPONSOR agrees to permit the CITY or the CITY's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR agrees to deliver the records or books or have the records or books delivered to the CITY or the CITY's designated representatives at an address within the City of Las Vegas as designated by the CITY. If the CITY or the CITY's designated representatives find that the records delivered by the PROJECT SPONSOR are incomplete, the PROJECT SPONSOR agrees to pay the CITY or the CITY's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the CITY.

**F. INSURANCE**

The PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00

combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. ~~Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.~~ The adequacy of the insurance supplied by the PROJECT SPONSOR, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the CITY. The CITY requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

**G. IRS REGULATIONS:**

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

**H. LIMIT ON ASSIGNMENT OF INTEREST**

PROJECT SPONSOR may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

**I. THIRD PARTY CONTRACTS**

PROJECT SPONSOR shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the CITY. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

**III. FEDERAL GENERAL CONDITIONS**

**A. RELIGIOUS ACTIVITIES 24 CFR 574.300**

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

**B. POLITICAL ACTIVITIES 24 CFR 574.615**

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

**HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

PROJECT SPONSOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

**C. PROGRAM INCOME 24 CFR PART 84**

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by PROJECT SPONSOR with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROJECT SPONSOR," that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

**DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85**

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

**D. OTHER PROGRAM REQUIREMENTS**

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;  
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **SECTION 109 OF THE ACT  
AGE DISCRIMINATION ACT of 1975  
SECTION 504 OF THE REHABILITATION ACT OF 1973**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 574.630**

PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

PROJECT SPONSOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. **LEAD-BASED PAINT 24 CFR 574.635**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

PROJECT SPONSOR shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133,

"Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. PROJECT SPONSORS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HOPWA provisions.

11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

**E. DRUG-FREE WORKPLACE**

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

**F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

**G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of PROJECT SPONSOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**H. AMERICANS WITH DISABILITIES ACT**

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

**I. CONFIDENTIALITY 24 CFR 574.440**

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

**IV. FINANCIAL MANAGEMENT**

**A. AUDIT REQUIREMENTS**

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All PROJECT SPONSORS who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

**B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

**C. FINANCIAL RECORDKEEPING**

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

**D. RECORDS**



Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

**E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in the Program Budget, Exhibit 'B' of the Agreement, unless permission is obtained in writing from the CITY.

**F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The HOPWA reserves the right to refuse reimbursement for expenses, which are HOPWA-ineligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in Scope of Services Description, Exhibit "A", of the Agreement.

**G. UNEXPENDED FUNDS AND TIMEFRAME**

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by April 10, 2008, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> months of the program year must be received by April 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30<sup>th</sup> deadline of this Agreement and may be authorized for a maximum of six months in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

**H. ACCOUNTING METHODS**

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

**I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY**

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.

- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

PROJECT SPONSOR and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

### **B. CHANGES IN THE SCOPE OF SERVICES**

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

### **C. TERMINATION**

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 2300 S. Rancho Dr., Suite 211, Las Vegas, NV 89102.

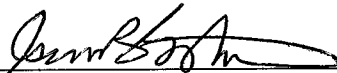
**D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**


Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

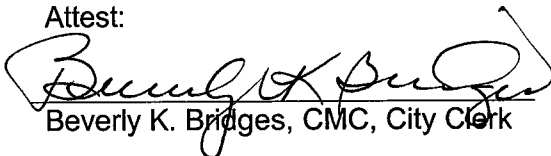
**CITY OF LAS VEGAS**

**Aid for AIDS of Nevada (AFAN)**

  
\_\_\_\_\_  
Oscar B. Goodman, Mayor


  
\_\_\_\_\_  
Caroline Ciocca, Executive Director

Attest:

  
\_\_\_\_\_  
Beverly K. Bridges, CMC, City Clerk

Council Action: December 19, 2007

APPROVED AS TO FORM:

  
\_\_\_\_\_  
12/17/07

## EXHIBIT "A"

### SCOPE OF SERVICES DESCRIPTION

#### A. PROGRAM DESCRIPTION

Scope of Services to be provided.

---

Purpose of Services:

Provide housing information services and supportive services, including emergency financial assistance, to clients with HIV/AIDS and their families.

Tasks to be Performed:

Housing information services and supportive services.

Level of Service to be Provided and Measurable Goals for Grant period:

Assist 18 clients with HIV/AIDS per month with housing information services. Help 100 clients with HIV/AIDS with supportive services, including identification and utility assistance. Distribute 1,400 food vouchers to clients with HIV/AIDS. Print and distribute 5,000 Medication adherence interactive brochures to clients with HIV/AIDS.

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

#### B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning December 19, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10<sup>th</sup> of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

**EXHIBIT "B"**  
**PROGRAM BUDGET**

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**Aid for AIDS of Nevada (AFAN) – Short Term Rental Assistance**

**Aid for AIDS of Nevada (AFAN)** services will be provided in accordance with the following budget:

<b><u>HOPWA-Eligible Activity</u></b>	<b><u>Budgeted Amount</u></b>
Housing Information Services	\$30,700
Supportive Services	\$53,000
Administration	\$ 6,300
<b>TOTAL GRANT AWARD</b>	<b>\$90,000</b>

## EXHIBIT "C"

### CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT REQUEST FOR RELEASE OF FUNDS

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Aid for AIDS of Nevada (AFAN)	Phone: 382-2326
Project: Supportive Services	FAX: 366-1609
Contact Person: Caroline Ciocca	E-mail: cciocca@afanlv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Information Services	\$30,700			
Supportive Services	\$53,000			
Administration	\$ 6,300			
TOTAL	\$90,000			

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# EXHIBIT "D"

## CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2007 TO JUNE 2008

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Name of Agency: Aid for AIDS of Nevada (AFAN)

Period Covered: \_\_\_\_\_ TO: \_\_\_\_\_

Grant Funding Year: FY 2007-2008

Program/Activity Name: Supportive Services

Monthly Accomplishments: \_\_\_\_\_

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
<b>TOTAL ASSISTED BY HOPWA</b>		

Race Category	Monthly Client Total	Monthly Hispanic Total	Year to Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
<b>TOTAL ALL CATEGORIES</b>				

Please fax to Chris Anderson at 382-3045 or e-mail to [canderson@lasvegasnevada.gov](mailto:canderson@lasvegasnevada.gov) by the 10<sup>th</sup> of the month.

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM**  
**Agreement between the CITY OF LAS VEGAS and**  
**HELP of Southern Nevada**

THIS AGREEMENT, made and entered into this 19th day of December, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and **HELP of Southern Nevada**, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 1640 E. Flamingo Ste. 100, Las Vegas, NV, 89119.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements that are hereinafter contained, the parties do hereby agree as follows:

**I. SCOPE OF SERVICES**

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **HOPWA Food Vouchers**. PROJECT SPONSOR agrees to provide **Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$80,000** in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.



PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

## **TIME OF PERFORMANCE**

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from December 19, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1<sup>st</sup> of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

## **II. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS**

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOPWA grant funds.

### **B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROJECT SPONSOR, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for HOPWA funding.

### **C. INDEMNIFICATION**

PROJECT SPONSOR agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. PROJECT SPONSOR'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

### **D. ON-SITE MONITORING**

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

PROJECT SPONSOR shall allow duly authorized representatives from the CITY, independent auditors contracted by the CITY, HUD, the Comptroller General of the United States, or any combination thereof,

to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the HOPWA Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. ~~Whether management control systems and internal procedures have been established to meet the objectives of the Program;~~
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

#### **E. RIGHT TO REVIEW AND AUDIT**

The PROJECT SPONSOR agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR shall turn over to the CITY all of its records relating to this Agreement to be retained by the CITY for the required period of time.

The PROJECT SPONSOR agrees to permit the CITY or the CITY's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR agrees to deliver the records or books or have the records or books delivered to the CITY or the CITY's designated representatives at an address within the City of Las Vegas as designated by the CITY. If the CITY or the CITY's designated representatives find that the records delivered by the PROJECT SPONSOR are incomplete, the PROJECT SPONSOR agrees to pay the CITY or the CITY's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the CITY.

#### **F. INSURANCE**

The PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates

and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the PROJECT SPONSOR, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the CITY. The CITY requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

~~All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.~~

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

**G. IRS REGULATIONS:**

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

**H. LIMIT ON ASSIGNMENT OF INTEREST**

PROJECT SPONSOR may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

**I. THIRD PARTY CONTRACTS**

PROJECT SPONSOR shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the CITY. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

**III. FEDERAL GENERAL CONDITIONS**

**A. RELIGIOUS ACTIVITIES 24 CFR 574.300**

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

**B. POLITICAL ACTIVITIES 24 CFR 574.615**

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

## **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

PROJECT SPONSOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

### **C. PROGRAM INCOME 24 CFR PART 84**

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by PROJECT SPONSOR with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROJECT SPONSOR," that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

### **DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85**

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

### **D. OTHER PROGRAM REQUIREMENTS**

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

#### **1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964; FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

#### **2. SECTION 109 OF THE ACT AGE DISCRIMINATION ACT of 1975 SECTION 504 OF THE REHABILITATION ACT OF 1973**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

#### **3. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**  
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
5. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640**  
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 574.630**  
PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**  
PROJECT SPONSOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
8. **LEAD-BASED PAINT 24 CFR 574.635**  
This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**  
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.
10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**  
PROJECT SPONSOR shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. PROJECT SPONSORS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HOPWA provisions.
11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**12. LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

**E. DRUG-FREE WORKPLACE**

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

**F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

**G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of PROJECT SPONSOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**H. AMERICANS WITH DISABILITIES ACT**

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

**I. CONFIDENTIALITY 24 CFR 574.440**

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

**IV. FINANCIAL MANAGEMENT**

**A. AUDIT REQUIREMENTS**

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All PROJECT SPONSORS who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

**B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

**C. FINANCIAL RECORDKEEPING**

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

**D. RECORDS**

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

**E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description, Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in

the Program Budget, Exhibit "B" of the Agreement, unless permission is obtained in writing from the CITY.

**F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The HOPWA reserves the right to refuse reimbursement for expenses, which are HOPWA-ineligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in Scope of Services Description, Exhibit "A", of the Agreement.

**G. UNEXPENDED FUNDS AND TIMEFRAME**

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by April 10, 2008, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> months of the program year must be received by April 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30<sup>th</sup> deadline of this Agreement and may be authorized for a maximum of six months in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

**H. ACCOUNTING METHODS**

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

**I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY**

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be reported in accordance with the Section III C., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.



- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

PROJECT SPONSOR and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

### **B. CHANGES IN THE SCOPE OF SERVICES**

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

### **C. TERMINATION**

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 1640 E. Flamingo Ste. 100, Las Vegas, NV, 89119.

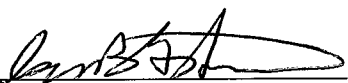
**D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

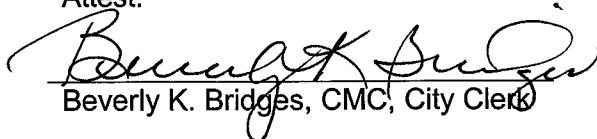
**CITY OF LAS VEGAS**

**HELP of Southern Nevada**

  
Oscar B. Goodman, Mayor

  
Terrie Stanfill, Executive Director

Attest:

  
Beverly K. Bridges, CMC, City Clerk

Council Action: December 19, 2007

APPROVED AS TO FORM:   
12/17/07

## EXHIBIT "A"

### SCOPE OF SERVICES DESCRIPTION

#### A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide supportive services, including food vouchers, to clients with HIV/AIDS and their families.

Tasks to be Performed:

Supportive services

Level of Service to be Provided and Measurable Goals for Grant period:

Hire an Americorp worker for \$7,000 for 10 months to enter all HOPWA data into HMIS. Purchase food vouchers for 430 clients with HIV/AIDS and 350 family members. Increase the amount of food vouchers per client by \$216.00 for the year.

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

#### B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning December 19, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10<sup>th</sup> of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

**EXHIBIT "B"**  
**PROGRAM BUDGET**

**HELP of Southern Nevada – Food Vouchers**

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**HELP of Southern Nevada** services will be provided in accordance with the following budget:

<b><u>HOPWA-Eligible Activity</u></b>	<b><u>Budgeted Amount</u></b>
Supportive Services	\$74,400
Administration	\$ 5,600
<b>TOTAL GRANT AWARD</b>	<b>\$80,000</b>

**EXHIBIT "C"****CITY OF LAS VEGAS  
NEIGHBORHOOD SERVICES DEPARTMENT  
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: HELP of Southern Nevada	Phone: 369-5301
Project: Food Vouchers	FAX: 369-4089
Contact Person: Terrie Stanfill	E-mail: tstanfill@helpsonv.org

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Supportive Services	\$74,400			
Administration	\$ 5,600			
TOTAL	\$80,000			

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Signature

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Date

# EXHIBIT "D"

## CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2007 TO JUNE 2008

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Name of Agency: HELP of Southern Nevada

Period Covered: \_\_\_\_\_ TO: \_\_\_\_\_

Grant Funding Year: FY 2007-2008

Program/Activity Name: Food Vouchers

Monthly Accomplishments: \_\_\_\_\_

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
<b>TOTAL ASSISTED BY HOPWA</b>		

Race Category	Monthly Client Total	Monthly Hispanic Total	Year to Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
<b>TOTAL ALL CATEGORIES</b>				

Please fax to Chris Anderson at 382-3045 or e-mail to [canderson@lasvegasnevada.gov](mailto:canderson@lasvegasnevada.gov) by the 10<sup>th</sup> of the month.

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM**  
**Agreement between the CITY OF LAS VEGAS and**  
**Nevada Association of Latin Americans (NALA)**

THIS AGREEMENT, made and entered into this 19th day of December, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and ~~Nevada Association of Latin Americans (NALA)~~, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 323 N Maryland Pkwy, Las Vegas, NV, 89101.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Short-term Rent, Mortgage, and Utility Assistance and Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements that are hereinafter contained, the parties do hereby agree as follows:

**I. SCOPE OF SERVICES**

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **HOPWA Housing and Supportive Services**. PROJECT SPONSOR agrees to provide **Short-term Rent, Mortgage, and Utility Assistance and Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall

not exceed \$30,000 in HOPWA funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

## **TIME OF PERFORMANCE**

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from December 19, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1<sup>st</sup> of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

## **II. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS**

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOPWA grant funds.

### **B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROJECT SPONSOR, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for HOPWA funding.

### **C. INDEMNIFICATION**

PROJECT SPONSOR agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. PROJECT SPONSOR'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

### **D. ON-SITE MONITORING**

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.



PROJECT SPONSOR shall allow duly authorized representatives from the CITY, independent auditors contracted by the CITY, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the HOPWA Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

#### **E. RIGHT TO REVIEW AND AUDIT**

The PROJECT SPONSOR agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR shall turn over to the CITY all of its records relating to this Agreement to be retained by the CITY for the required period of time.

The PROJECT SPONSOR agrees to permit the CITY or the CITY's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR agrees to deliver the records or books or have the records or books delivered to the CITY or the CITY's designated representatives at an address within the City of Las Vegas as designated by the CITY. If the CITY or the CITY's designated representatives find that the records delivered by the PROJECT SPONSOR are incomplete, the PROJECT SPONSOR agrees to pay the CITY or the CITY's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the CITY.

#### **F. INSURANCE**

The PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

(i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the PROJECT SPONSOR, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the CITY. The CITY requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

**G. IRS REGULATIONS:**

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

**H. LIMIT ON ASSIGNMENT OF INTEREST**

PROJECT SPONSOR may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

**I. THIRD PARTY CONTRACTS**

PROJECT SPONSOR shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the CITY. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

**III. FEDERAL GENERAL CONDITIONS**

**A. RELIGIOUS ACTIVITIES 24 CFR 574.300**

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

**B. POLITICAL ACTIVITIES 24 CFR 574.615**

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

**HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

PROJECT SPONSOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

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**C. PROGRAM INCOME 24 CFR PART 84**

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by PROJECT SPONSOR with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROJECT SPONSOR," that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

**DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85**

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

**D. OTHER PROGRAM REQUIREMENTS**

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;  
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

**2. SECTION 109 OF THE ACT  
AGE DISCRIMINATION ACT of 1975  
SECTION 504 OF THE REHABILITATION ACT OF 1973**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied

the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**  
The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

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4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**  
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
5. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640**  
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 574.630**  
PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**  
PROJECT SPONSOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
8. **LEAD-BASED PAINT 24 CFR 574.635**  
This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**  
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.
10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**  
PROJECT SPONSOR shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. PROJECT SPONSORS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions

of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HOPWA provisions.

**11. CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**12. LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

**E. DRUG-FREE WORKPLACE**

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

**F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

**G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of PROJECT SPONSOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**H. AMERICANS WITH DISABILITIES ACT**

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR agrees to comply fully with Title I of the "ADA" as set forth at 28

CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

**I. CONFIDENTIALITY 24 CFR 574.440**

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

**IV. FINANCIAL MANAGEMENT**

**A. AUDIT REQUIREMENTS**

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All PROJECT SPONSORS who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

**B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

**C. FINANCIAL RECORDKEEPING**

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

**D. RECORDS**

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

**E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description,

reported in accordance with the Section III C., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.

- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

PROJECT SPONSOR and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

### **B. CHANGES IN THE SCOPE OF SERVICES**

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

### **C. TERMINATION**

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 323 N Maryland Pkwy, Las Vegas, NV, 89101.

**D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.


IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

**CITY OF LAS VEGAS**

**Nevada Association of Latin Americans (NALA)**

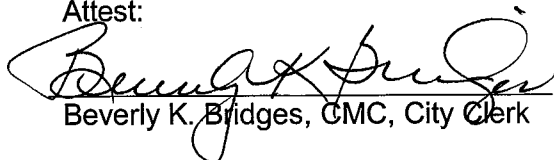


Oscar B. Goodman, Mayor



Teresa De La Torre, Executive Director


Attest:



Beverly K. Bridges, CMC, City Clerk

Council Action: December 19, 2007

APPROVED AS TO FORM:

  
12/17/07



## EXHIBIT "A"

### SCOPE OF SERVICES DESCRIPTION

#### A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Assist clients with HIV/AIDS and their families with housing and supportive services.

Tasks to be Performed:

Short-term rental, mortgage, and utility assistance and Supportive Services

Level of Service to be Provided and Measurable Goals for Grant period:

Provide short-term rental, mortgage, and utility assistance and supportive services to 75 clients with HIV/AIDS and their families.

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

#### B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning December 19, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10<sup>th</sup> of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

**EXHIBIT "B"**  
**PROGRAM BUDGET**

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**Nevada Association of Latin Americans (NALA) – HOPWA Housing and Supportive Services**

**Nevada Association of Latin Americans (NALA)** services will be provided in accordance with the following budget:

<b><u>HOPWA-Eligible Activity</u></b>	<b><u>Budgeted Amount</u></b>
Short-term Rent, Mortgage, and Utility Assistance	\$20,900
Supportive Services	\$7,000
Administration	\$2,100
<b>TOTAL GRANT AWARD</b>	<b>\$30,000</b>

**EXHIBIT "C"**

**CITY OF LAS VEGAS  
NEIGHBORHOOD SERVICES DEPARTMENT  
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From To

Agency: Nevada Association of Latin Americans (NALA)	Phone: 382-6252
Project: HOPWA Housing and Supportive Services	FAX: 383-7021
Contact Person: Teresa De La Torre	E-mail: terinala@hotmail.com

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Short-term Rent, Mortgage, and Utility Assistance	\$20,900			
Supportive Services	\$7,000			
Administration	\$2,100			
TOTAL	\$30,000			

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Signature

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Date

# EXHIBIT "D"

## CITY OF LAS VEGAS NEIGHBORHOOD SERVICES DEPARTMENT MONTHLY HOPWA REPORTING FORM

JULY 2007 TO JUNE 2008

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Name of Agency: Nevada Association of Latin Americans (NALA)

Period Covered: \_\_\_\_\_ TO: \_\_\_\_\_

Grant Funding Year: FY 2007-2008

Program/Activity Name: HOPWA Housing and Supportive Services

Monthly Accomplishments: \_\_\_\_\_

	MONTHLY	YEAR TO DATE
Housing Assistance - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>with Housing Assistance</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS		
Number of Other Family Members		
Housing Information Services – Number of Households		
<b>TOTAL ASSISTED BY HOPWA</b>		

Race Category	Monthly Client Total	Monthly Hispanic Total	Year to Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
<b>TOTAL ALL CATEGORIES</b>				

Please fax to Chris Anderson at 382-3045 or e-mail to [canderson@lasvegasnevada.gov](mailto:canderson@lasvegasnevada.gov) by the 10<sup>th</sup> of the month.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR LH NEVAD03	DATE (MM/DD/YYYY) 01/02/08
PRODUCER  Brown & Brown Ins of NV, Inc. 975 Kelly Johnson Dr., Ste 100 Las Vegas NV 89119 Phone: 702-597-5110 Fax: 702-597-0159		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  Nevada Association of Latin Americans 323 N. Maryland Parkway Las Vegas NV 89101-3130		INSURERS AFFORDING COVERAGE  INSURER A: <b>Capitol Indemnity Corp.</b> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #  <b>10472</b>    

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BP00335470	12/31/07	12/31/08	EACH OCCURRENCE \$ <b>1,000,000</b>
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ <b>100,000</b>
		MED EXP (Any one person)				\$ <b>5,000</b>
		PERSONAL & ADV INJURY				\$ <b>1,000,000</b>
		GENERAL AGGREGATE				\$ <b>2,000,000</b>
		PRODUCTS - COM/PROP AGG				\$ <b>2,000,000</b>
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  <b>Proof of Insurance * 10 days notice of cancellation for non-payment of premium</b>
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<b>CERTIFICATE HOLDER</b>  <div style="text-align: right; margin-right: 20px;"><b>CITY LV</b></div> CITY OF LAS VEGAS Neighborhood Service Dept. 400 N. STEWART AVE. LAS VEGAS NV 89101	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i> Brown & Brown Insurance of NV
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**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM**  
**Agreement between the CITY OF LAS VEGAS and**  
**Women's Development Center**

THIS AGREEMENT, made and entered into this 19th day of December, 2007 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY", and ~~Women's Development Center, a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter~~ referred to as "PROJECT SPONSOR", whose primary mailing address at the date of execution is 4020 Pecos McLeod, Las Vegas, NV, 89121.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"), for participation in the Housing Opportunities for Persons with AIDS Program (hereinafter referred to as "HOPWA") under 24 CFR Part 574 as amended. For purposes of reference, the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA program is designed to provide States and localities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as "HIV/AIDS") and their families; and

WHEREAS, the HOPWA program authorizes entitlement grants and competitively-awarded grants for eligible activities under 24 CFR Part 574, Subpart D - Uses of Grant Funds; and

WHEREAS, the CITY, as the Entitlement Grantee for the HOPWA program, is responsible for planning, administration, implementation and evaluation of the HOPWA program to ensure that it conforms to the HUD-approved Consolidated Plan for the CITY; and

WHEREAS, the CITY desires to utilize the funds to be made available through the HOPWA Grant to assist low-income individuals with HIV/AIDS and their families residing in Clark County (hereinafter referred to as the "Eligible Metropolitan Statistical Area" or "EMSA"); and

WHEREAS, the CITY desires to have the assistance authorized by the HOPWA Grant provided by project sponsors currently serving or planning to target their services to benefit low-income individuals with HIV/AIDS and their families in the EMSA; and

WHEREAS, PROJECT SPONSOR is a private nonprofit organization which has established a program which provides **Housing Operations, Housing Rehabilitation, and Supportive Services** for people living with HIV/AIDS and their families in the EMSA; and

WHEREAS, the CITY desires to have the PROJECT SPONSOR utilize the HOPWA program funds to enhance its current level of services to low-income individuals with HIV/AIDS and their families in the EMSA.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements that are hereinafter contained, the parties do hereby agree as follows:

**I. SCOPE OF SERVICES**

PROJECT SPONSOR will be responsible for administering a FY 2007-2008 HOPWA-funded Program known as **HOPWA Affordable Housing**. PROJECT SPONSOR agrees to provide **Housing Operations, Housing Rehabilitation, and Supportive Services** which are eligible activities under the HOPWA Program as specified in Scope of Services attached as Exhibit "A" Scope of Services Description and incorporated herein. The Scope of Services may hereinafter be referred to as "Program" or "Project". It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed **\$37,689.65** in HOPWA

funds, hereinafter referred to as "HOPWA Funds" or "Funds," to be allocated in accordance with the Program Budget as detailed in Exhibit "B," attached.

PROJECT SPONSOR agrees to adhere to the Scope of Services Description, Exhibit "A" of the Agreement.

## **TIME OF PERFORMANCE**

The Agreement provides for HOPWA funding of PROJECT SPONSOR Program rendered in accordance with the Agreement from December 19, 2007, or the date first written above, through June 30, 2008. The CITY shall bear no liability to fund or provide payment for PROJECT SPONSOR program services in the event that no HOPWA grant award funds are received during FY 2007-2008. Furthermore, the CITY shall be liable only for payment proportional to the extent that HOPWA grant award funds are received by the CITY. PROJECT SPONSOR program expenses incurred after July 1<sup>st</sup> of the fiscal year in which the funds were allocated, but prior to execution of the Agreement may be reimbursed upon approval of the CITY and contingent upon PROJECT SPONSOR conformance with 24 CFR 574.

## **II. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS**

PROJECT SPONSOR agrees to abide with all Policies, Regulations and HOPWA program criteria as specified in the Neighborhood Services HOPWA Program Manual. PROJECT SPONSOR shall obtain any and all Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. PROJECT SPONSOR further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOPWA grant funds.

### **B. PROJECT SPONSOR RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

PROJECT SPONSOR has requested financial support of the CITY to enable PROJECT SPONSOR to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by PROJECT SPONSOR, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for HOPWA funding.

### **C. INDEMNIFICATION**

PROJECT SPONSOR agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. PROJECT SPONSOR'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

### **D. ON-SITE MONITORING**

Projects and Programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Program. Representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

PROJECT SPONSOR shall allow duly authorized representatives from the CITY, independent auditors contracted by the CITY, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine:

1. Whether the Program is being operated in a manner consistent with the Plan and the national and primary objectives of the HOPWA Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the CITY contain accurate and reliable information; and
7. Whether all of the activities of the Program are conducted in compliance with the provisions of applicable Federal laws and regulations and this Agreement.

**E. RIGHT TO REVIEW AND AUDIT**

The PROJECT SPONSOR agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the PROJECT SPONSOR goes out of existence, the PROJECT SPONSOR shall turn over to the CITY all of its records relating to this Agreement to be retained by the CITY for the required period of time.

The PROJECT SPONSOR agrees to permit the CITY or the CITY's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning PROJECT SPONSOR'S operation hereunder. The PROJECT SPONSOR further understands and agrees that said inspection and audit would be exercised upon written notice. If the PROJECT SPONSOR or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, PROJECT SPONSOR agrees to deliver the records or books or have the records or books delivered to the CITY or the CITY's designated representatives at an address within the City of Las Vegas as designated by the CITY. If the CITY or the CITY's designated representatives find that the records delivered by the PROJECT SPONSOR are incomplete, the PROJECT SPONSOR agrees to pay the CITY or the CITY's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Contractor's offices to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the CITY.

**F. INSURANCE**

The PROJECT SPONSOR shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

- (i) Industrial/Workers' Compensation Insurance protecting the PROJECT SPONSOR and the CITY from potential PROJECT SPONSOR employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
- (ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to the PROJECT SPONSOR's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).



The CITY shall be named as an additional insured party thereunder and such notation shall appear on the certificate of insurance furnished by the PROJECT SPONSOR's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the PROJECT SPONSOR, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the CITY. The CITY requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the CITY.

Certificates indicating that such insurance is in effect shall be delivered to the CITY within ten (10) days after the Award Date of this Agreement, or before work commences, whichever is earliest. The PROJECT SPONSOR shall maintain coverage for the duration of this Agreement. The PROJECT SPONSOR shall annually provide the CITY with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that the PROJECT SPONSOR and/or insurance carrier shall provide the CITY with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusions to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

Should the PROJECT SPONSOR fail to carry the required insurance, the CITY has the option to purchase replacement insurance and charge the costs back to the PROJECT SPONSOR.

**G. IRS REGULATIONS:**

PROJECT SPONSOR agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

**H. LIMIT ON ASSIGNMENT OF INTEREST**

PROJECT SPONSOR may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

**I. THIRD PARTY CONTRACTS**

PROJECT SPONSOR shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the CITY. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

**III. FEDERAL GENERAL CONDITIONS**

**A. RELIGIOUS ACTIVITIES 24 CFR 574.300**

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

**B. POLITICAL ACTIVITIES 24 CFR 574.615**

PROJECT SPONSOR will comply with this section, which prohibits the use of HOPWA funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

**HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

PROJECT SPONSOR further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

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**C. PROGRAM INCOME 24 CFR PART 84**

PROJECT SPONSOR agrees that Program income includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;
2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by PROJECT SPONSOR with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by "PROJECT SPONSOR," that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

**DISPOSITION OF PROGRAM INCOME 24 CFR PARTS 84 AND 85**

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, income from the Project may be retained by PROJECT SPONSOR provided that written notification is given to the Neighborhood Services Director and that PROJECT SPONSOR certifies that the Program income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

**D. OTHER PROGRAM REQUIREMENTS**

PROJECT SPONSOR shall carry out its activities in compliance with all Federal laws and regulations, except that PROJECT SPONSOR will not assume the CITY'S environmental responsibilities. PROJECT SPONSOR understands and agrees that the CITY shall not release any HOPWA program funds unless and until the required Environmental Reviews, if any, are completed by HUD.

1. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964;  
FAIR HOUSING ACT; EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating PROJECT SPONSOR to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. **SECTION 109 OF THE ACT  
AGE DISCRIMINATION ACT of 1975  
SECTION 504 OF THE REHABILITATION ACT OF 1973**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied

the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

3. **LABOR STANDARDS & DAVIS BACON ACT 24 CFR 574.655**  
The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.
4. **ENVIRONMENTAL STANDARDS 24 CFR 574.510**  
This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.
5. **NATIONAL FLOOD INSURANCE PROGRAM 24 CFR 574.640**  
This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 574.630**  
PROJECT SPONSOR shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**  
PROJECT SPONSOR shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.
8. **LEAD-BASED PAINT 24 CFR 574.635**  
This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**  
This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.
10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**  
PROJECT SPONSOR shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. PROJECT SPONSORS shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions

of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HOPWA provisions.

11. **CONFLICT OF INTEREST 24 CFR 574.625 and 24 CFR Part 85.36(b)(3)**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of PROJECT SPONSOR who exercise or have exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing, PROJECT SPONSORS, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI Civil Rights protections based upon national origin.

**E. DRUG-FREE WORKPLACE**

As a recipient of HOPWA funds, and in connection with services offered, the PROJECT SPONSOR agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that PROJECT SPONSOR shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

**F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, PROJECT SPONSOR shall transfer to CITY any HOPWA funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOPWA funds.

**G. ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits PROJECT SPONSOR from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of PROJECT SPONSOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**H. AMERICANS WITH DISABILITIES ACT**

PROJECT SPONSOR agrees to comply fully with any and all provisions of the Americans with Disabilities Act, hereinafter referred to as "ADA" as applicable to the PROJECT SPONSOR and the activities to be performed by PROJECT SPONSOR under the scope of this Agreement. If employing more than fifteen (15) employees, PROJECT SPONSOR agrees to comply fully with Title I of the "ADA" as set forth at 28

CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), PROJECT SPONSOR agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, PROJECT SPONSOR agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

**I. CONFIDENTIALITY 24 CFR 574.440**

PROJECT SPONSOR agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

**IV. FINANCIAL MANAGEMENT**

**A. AUDIT REQUIREMENTS**

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All PROJECT SPONSORS who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the PROJECT SPONSOR to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the PROJECT SPONSOR as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

**B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or bank statement in addition to a paid bill, invoice or receipt.

**C. FINANCIAL RECORDKEEPING**

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from PROJECT SPONSOR by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

**D. RECORDS**

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

**E. PROGRAM BUDGET**

Eligible expenditures for payment by the CITY will be in accordance with the Program Budget, Exhibit 'B' of the Agreement, and subject to any conditions imposed in the Scope of Services Description,

Exhibit "A" of the Agreement, to include Monthly HOPWA Reporting Form, Exhibit "D" of the Agreement, when seeking reimbursement using Request for Release of Funds Form, Exhibit "C" of the Agreement, from the CITY for Program costs. PROJECT SPONSOR shall not make any changes in the Program Budget, Exhibit "B" of the Agreement, unless permission is obtained in writing from the CITY.

**F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Program Budget, Exhibit "B" of the Agreement, expenditures only. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The HOPWA reserves the right to refuse reimbursement for expenses, which are HOPWA-ineligible or which are not within the scope of this Agreement. Monthly reimbursement requests shall include reports and narratives as detailed in Scope of Services Description, Exhibit "A", of the Agreement.

**G. UNEXPENDED FUNDS AND TIMEFRAME**

HOPWA funds must be spent in a timely manner. Unless an alternative spending plan has been approved in writing by Neighborhood Services, fifty percent (50%) of the HOPWA grant award provided by this agreement must be expended by April 10, 2008, or the funds will be reprogrammed. The Request for Release of Funds Forms, Exhibit "C", and Monthly HOPWA Reporting Forms, Exhibit "D", for the 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> months of the program year must be received by April 10, 2008.

In the event that funds allocated for this Agreement are not expended in the time and manner prescribed in this Agreement, the CITY reserves the right to reprogram all or a portion of the funds at the discretion of the Neighborhood Services Director or designee. All funds must be expended by June 30, 2008, with Request for Release of Funds Forms and Monthly HOPWA Reporting Forms submitted by July 10, 2008.

PROJECT SPONSOR may provide the CITY with a written request for an extension of the June 30<sup>th</sup> deadline of this Agreement and may be authorized for a maximum of six months in writing by the CITY Neighborhood Services Director or designee. The CITY reserves the right to deny any extensions to this Agreement.

**H. ACCOUNTING METHODS**

Expenditures charged to CITY HOPWA funds will be accounted for separately from all other revenue sources. These records shall be maintained by PROJECT SPONSOR.

**I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY**

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein that has a unit acquisition cost of \$5,000 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. PROJECT SPONSOR will be required to maintain property records for and report to the CITY during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the PROJECT SPONSOR with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income that must be

reported in accordance with the Section III C., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the CITY shall be named as a lien-holder on the title.

- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the PROJECT SPONSOR may retain such funds provided that PROJECT SPONSOR notifies the CITY in writing, and that PROJECT SPONSOR uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 574, the PROJECT SPONSOR must transfer upon expiration of the term of this Agreement any HOPWA funds on hand at the time of expiration and any accounts receivable attributable to the use of HOPWA funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet the Project objective until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, PROJECT SPONSOR must dispose of such real property in a manner that results in the reimbursement of HOPWA funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-HOPWA funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

PROJECT SPONSOR and the CITY hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

### **B. CHANGES IN THE SCOPE OF SERVICES**

Changes in the Scope of Services as outlined herein must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement and approved and signed by both the PROJECT SPONSOR and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 or (2) by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Director of Neighborhood Services Department is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the CITY.

### **C. TERMINATION**

If PROJECT SPONSOR fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to PROJECT SPONSOR at 4020 Pecos McLeod, Las Vegas, NV, 89121.

**D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

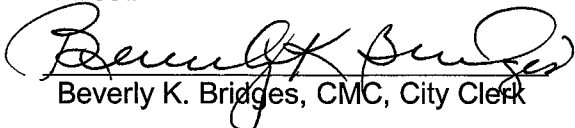
**CITY OF LAS VEGAS**

**Women's Development Center**

  
Oscar B. Goodman, Mayor

  
Candace Ruisi, Executive Director

Attest:

  
Beverly K. Bridges, CMC, City Clerk

Council Action: December 19, 2007

APPROVED AS TO FORM:   
12/17/07



## EXHIBIT "A"

### SCOPE OF SERVICES DESCRIPTION

#### A. PROGRAM DESCRIPTION

Scope of Services to be provided.

Purpose of Services:

Provide supportive services and housing to HIV/AIDS clients.

Tasks to be Performed:

Housing Rehabilitation, Housing Operations, and Supportive Services

Level of Service to be Provided and Measurable Goals for Grant period:

Provide supportive services and housing to 6 clients with HIV/AIDS. Minor rehabilitation of housing units for clients with HIV/AIDS.

PROJECT SPONSOR hereby agrees to meet the goals as stated above, to the greatest extent feasible, in order to ensure the success of the Program.

#### B. CLIENT DATA

PROJECT SPONSOR will be required to collect for and provide the Program accomplishments and usage records beginning December 19, 2007 or the first program commencement date, until June 30, 2008, unless the Agreement is modified at the express written consent of the CITY and PROJECT SPONSOR. The Monthly HOPWA Reporting Form ("Report"), Exhibit "D" of the Agreement, shall accompany each Request for Reimbursement of funds, Exhibit "C" of the Agreement. Failure to submit said reports in a timely manner may delay reimbursement to PROJECT SPONSOR for grant-eligible Program expense. Said Report shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients, families, and other persons served including: monthly number, year to date number, monthly client total for ethnicity and race categories, and year to date client total for ethnicity and race categories.
- 2) Overall number of clients, families, and other persons in the family served within the EMSA, delineated monthly with a running total for the Program Year.
- 3) Statement of Program goals cited in PROJECT SPONSOR application and measurable accomplishments toward achieving said goals through reporting date of said report.

Said Report shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division, 400 Stewart Avenue, Las Vegas, Nevada, 89101 no later than the 10<sup>th</sup> of the month following the reporting period. The forms may be e-mailed. Please contact the Neighborhood Programs Officer assigned to your program for email address. CITY will monitor the performance of PROJECT SPONSOR against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with the Agreement.

If action to correct such substandard performance is not taken by PROJECT SPONSOR within a reasonable period of time as determined by the CITY, after being notified by CITY either (1) contract suspension procedures or (2) termination procedures will be initiated, as set forth in Section V.C. of the Agreement.

**EXHIBIT "B"**  
**PROGRAM BUDGET**

**Women's Development Center – HOPWA Affordable Housing**

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**Women's Development Center** services will be provided in accordance with the following budget:

<b><u>HOPWA-Eligible Activity</u></b>	<b><u>Budgeted Amount</u></b>
Housing Operations	\$17,525.65
Housing Rehabilitation	\$2,500.00
Supportive Services	\$15,026.00
Administration	\$2,638.00
<b>TOTAL GRANT AWARD</b>	<b>\$37,689.65</b>

**EXHIBIT "C"**

**CITY OF LAS VEGAS  
NEIGHBORHOOD SERVICES DEPARTMENT  
REQUEST FOR RELEASE OF FUNDS**

This form must be used to request reimbursement from the City of Las Vegas Neighborhood Development Division for Housing Opportunities for Persons With AIDS (HOPWA) funds expended for the 2007/2008 Fiscal Year. Failure to properly submit this form, along with back-up documentation such as: copies of canceled checks, invoices, purchase orders, and an accounts payable printout, or check register, will result in a non-pay status for the request. Do not alter this form.

Request #	Amount of Request	Period Covered
		From                      To

Agency: Women's Development Center	Phone: 796-7770
Project: HOPWA Affordable Housing	FAX: 796-3007
Contact Person: Candace Ruisi	E-mail: <a href="mailto:cruisi@wdclv.org">cruisi@wdclv.org</a>

HOPWA-Eligible Activity	Budgeted Amount	Previous Drawdowns	Request Amount	Remaining Funds
Housing Operations	\$17,525.65			
Housing Rehabilitation	\$2,500.00			
Supportive Services	\$15,026.00			
Administration	\$2,638.00			
<b>TOTAL</b>	<b>\$37,689.65</b>			

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Signature

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Date

**EXHIBIT "D"**

**CITY OF LAS VEGAS  
NEIGHBORHOOD SERVICES DEPARTMENT  
MONTHLY HOPWA REPORTING FORM**

JULY 2007 TO JUNE 2008

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

**Name of Agency:** Women's Development Center

**Period Covered:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**Grant Funding Year:** FY 2007-2008

**Program/Activity Name:** HOPWA Affordable Housing

**Monthly Accomplishments:** \_\_\_\_\_

	MONTHLY	YEAR TO DATE
<b>Housing Assistance - Number of Clients with HIV/AIDS</b>		
<b>Number of Other Family Members</b>		
<b>Supportive Services with Housing Assistance - Number of Clients with HIV/AIDS</b>		
<b>Number of Other Family Members</b>		
<b>Supportive Services <u>Only</u> - Number of Clients with HIV/AIDS</b>		
<b>Number of Other Family Members</b>		
<b>Housing Information Services – Number of Households</b>		
<b>TOTAL ASSISTED BY HOPWA</b>		

Race Category	Monthly Client Total	Monthly Hispanic Total	Year to Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
Am. Indian/Alaska Nat. & Black/African Am.				
Other Multi Racial				
<b>TOTAL All CATEGORIES</b>				

Please fax to Chris Anderson at 382-3045 or e-mail to [canderson@lasvegasnevada.gov](mailto:canderson@lasvegasnevada.gov) by the 10<sup>th</sup> of the month.